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89053608

THE GRANTORS

MARTIN M. WALES and CAROLYN H. WALES married to each other

of the County of Cook and State of Illinois
for and in consideration of Ten and no/100 (10.00)
Dollars, and other good and valuable considerations in hand paid,
Convey and (WARRANT /QUIT CLAIM) unto
CAROLYN H. WALES
3470 N. Lake Shore Drive
Chicago, Illinois

DEPT-01 RECORDING

142222 TRAN 3829 02/03/89
47772 + E * - 89 - 0111
COOK COUNTY RECORDER

(NAME AND ADDRESS OF GRANTEE)

(The Above Space For Recorder's Use Only)

as Trustee under the provisions of a trust agreement dated the 15 day of January, 1980, and known as the Carolyn H. Wales Trust (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit:

SEE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

89053608

Permanent Real Estate Index Number(s): 14-21-306-038-1021

Address(es) of real estate: 3470 N. Lake Shore Drive, Chicago, Illinois, Unit 10 C

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant encumbrances or charges of any kind; to release, convey or assign any right, title or interest in or about or appurtenant to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the way above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest shall be declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitation," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 16th day of September, 1989.
Martin M. Wales (SEAL) Carolyn H. Wales (SEAL)

State of Illinois, County of Cook ss.

IMPRESS
SEAL
HERE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Martin M. Wales and Carolyn H. Wales, married to each other personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this Twenty Sixth day of September, 1989

Commission expires Oct. 28, 1989

Daniel W. Luther
NOTARY PUBLIC

This instrument was prepared by Daniel W. Luther; Mayer, Brown & Platt; 190 S. LaSalle Street, Chicago,
(NAME AND ADDRESS) Illinois 60603

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

Section 4.
1/20/89
Mayer, Brown & Platt, attorneys
Date

AFIX "RIDERS" OR REVENUE STAMPS HERE

Section 4.
1/20/89
Mayer, Brown & Platt, attorneys
Date

Return to
Box 407
To: KYS 7 607

SEND SUBSEQUENT TAX BILLS TO:

Martin Wales & Carolyn Wales
3470 N. Lake Shore Drive, Unit 10C
Chicago, Illinois

MAIL TO:

Mayer Brown Platt
190 S. LaSalle
Chicago, IL 60603

OR RECORDER'S OFFICE BOX NO. 407 (K. Nystedt)

UNOFFICIAL COPY

Deed in Trust

TO

GEORGE E. COLE®
LEGAL FORMS

Property of Cook County Clerk's Office

80935068

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EXHIBIT A

An undivided 1.594% interest in premises hereinafter described (excepting therefrom the property comprising those Units and parts of Units falling within said premises, as said Units are delineated on Survey attached to and a part of a Declaration of Condominium Ownership registered on the 1st day of April, 1988, as Document Number 2380325).

Said premises being described as follows: The Northerly Twenty-Five (25) feet (measured at right angles with the Northerly line thereof) of the following described tract of land: That part of Lot One (1) in the Subdivision of Block 16, in Hundley's Subdivision of Lots 3 to 21 and 33 to 37, inclusive, in Pine Grove, in Section 21, Town 40 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the Northerly line of said Lot with the Westerly line of Sheridan Road; thence Westerly along the Northerly line of said Lot 150 feet; thence Southerly to a point in the South line of said Lot distant 190 feet Easterly from the Westerly line of said Lot and being on the Northerly line of Hawthorne Place; thence Easterly along the Southerly line of said Lot 150.84 feet to the Westerly line of Sheridan Road; thence Northerly along the Westerly line of Sheridan Road, 298.96 feet to the point of beginning.

Ownership of the property described herein is appurtenant to and inseparable from Unit 10-C described and delineated in said Declaration and Survey which Unit is located on premises not registered under Land Registration Act.

ALSO

Unit Number 10C in Thirty Four Seventy Condominium as delineated on a survey of the following described real estate: Lot 1 in Block 16 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37 of Pine Grove Subdivision, a subdivision of Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, which survey is attached as an Exhibit to the Declaration of Condominium recorded April 1, 1968 as document number 20446824, in Cook County, Illinois.

Permanent Real Estate Index Number: 14-21-306-038-1021

Address of Property: 3470 N. Lake Shore Drive, Unit 10C
Chicago, Illinois

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